

Debtor 1 Charlene M Davis
First Name Middle Name Last Name

Debtor 2 _____
(Spouse, if filing) First Name Middle Name Last Name

United States Bankruptcy Court for the: Southern District of Ohio


Case number 18-13319
(If known)

12/15

Anyone who is a party to a reaffirmation agreement may fill out and file this form. Fill it out completely, attach it to the reaffirmation agreement, and file the documents within the time set under Bankruptcy Rule 4008.

| 1. | Who is the creditor? | American Honda Finance Corp. Name of the creditor | | | | | | | | | | | | | | | | | | | | | | | | |
|---|---|---|---|--|---|--|--|-------------|--|-------------|--|-------------|----------------------|---------------|---|-----------|---|-----------|----------------------------------|------------|--------------------------------|------------|---|--|---|--|
| 2. | How much is the debt? | On the date that the bankruptcy case is filed \$ 17,508.08 To be paid under the reaffirmation agreement \$ 17,527.27 \$ 317.97 per month for 63 months (if fixed interest rate) | | | | | | | | | | | | | | | | | | | | | | | | |
| 3. | What is the Annual Percentage Rate (APR) of interest? (See Bankruptcy Code § 524(k)(3)(E).) | Before the bankruptcy case was filed 5.75 % Under the reaffirmation agreement 5.75 % <input checked="" type="checkbox"/> Fixed rate <input type="checkbox"/> Adjustable rate | | | | | | | | | | | | | | | | | | | | | | | | |
| 4. | Does collateral secure the debt? | <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes. Describe the collateral. 2013 Honda Accord 1HGCR2F52DA021208 Current market value \$ 12,475.00 | | | | | | | | | | | | | | | | | | | | | | | | |
| 5. | Does the creditor assert that the debt is nondischargeable? | <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Attach an explanation of the nature of the debt and the basis for contending that the debt is nondischargeable. | | | | | | | | | | | | | | | | | | | | | | | | |
| 6. | Using information from Schedule I: Your Income (Official Form 106I) and Schedule J: Your Expenses (Official Form 106J), fill in the amounts. | <table border="0"> <thead> <tr> <th style="text-align: left;">Income and expenses reported on Schedules I and J</th> <th style="text-align: right;"></th> <th style="text-align: left;">Income and expenses stated on the reaffirmation agreement</th> <th style="text-align: right;"></th> </tr> </thead> <tbody> <tr> <td>6a. Combined monthly income from line 12 of Schedule I</td> <td style="text-align: right;">\$ 1,131.34</td> <td>6e. Monthly income from all sources after payroll deductions</td> <td style="text-align: right;">\$ 1,131.34</td> </tr> <tr> <td>6b. Monthly expenses from line 22c of Schedule J</td> <td style="text-align: right;">\$ 1,581.00</td> <td>6f. Monthly expenses</td> <td style="text-align: right;">— \$ 1,581.00</td> </tr> <tr> <td>6c. Monthly payments on all reaffirmed debts not listed on Schedule J</td> <td style="text-align: right;">— \$ 0.00</td> <td>6g. Monthly payments on all reaffirmed debts not included in monthly expenses</td> <td style="text-align: right;">— \$ 0.00</td> </tr> <tr> <td>6d. Scheduled net monthly income</td> <td style="text-align: right;">\$ -449.66</td> <td>6h. Present net monthly income</td> <td style="text-align: right;">\$ -449.66</td> </tr> <tr> <td colspan="2">Subtract lines 6b and 6c from 6a. If the total is less than 0, put the number in brackets.</td> <td colspan="2">Subtract lines 6f and 6g from 6e. If the total is less than 0, put the number in brackets.</td> </tr> </tbody> </table> | Income and expenses reported on Schedules I and J | | Income and expenses stated on the reaffirmation agreement | | 6a. Combined monthly income from line 12 of Schedule I | \$ 1,131.34 | 6e. Monthly income from all sources after payroll deductions | \$ 1,131.34 | 6b. Monthly expenses from line 22c of Schedule J | \$ 1,581.00 | 6f. Monthly expenses | — \$ 1,581.00 | 6c. Monthly payments on all reaffirmed debts not listed on Schedule J | — \$ 0.00 | 6g. Monthly payments on all reaffirmed debts not included in monthly expenses | — \$ 0.00 | 6d. Scheduled net monthly income | \$ -449.66 | 6h. Present net monthly income | \$ -449.66 | Subtract lines 6b and 6c from 6a. If the total is less than 0, put the number in brackets. | | Subtract lines 6f and 6g from 6e. If the total is less than 0, put the number in brackets. | |
| Income and expenses reported on Schedules I and J | | Income and expenses stated on the reaffirmation agreement | | | | | | | | | | | | | | | | | | | | | | | | |
| 6a. Combined monthly income from line 12 of Schedule I | \$ 1,131.34 | 6e. Monthly income from all sources after payroll deductions | \$ 1,131.34 | | | | | | | | | | | | | | | | | | | | | | | |
| 6b. Monthly expenses from line 22c of Schedule J | \$ 1,581.00 | 6f. Monthly expenses | — \$ 1,581.00 | | | | | | | | | | | | | | | | | | | | | | | |
| 6c. Monthly payments on all reaffirmed debts not listed on Schedule J | — \$ 0.00 | 6g. Monthly payments on all reaffirmed debts not included in monthly expenses | — \$ 0.00 | | | | | | | | | | | | | | | | | | | | | | | |
| 6d. Scheduled net monthly income | \$ -449.66 | 6h. Present net monthly income | \$ -449.66 | | | | | | | | | | | | | | | | | | | | | | | |
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Debtor 1 **Charlene M Davis** Case number (if known) **18-13319**
First Name Middle Name Last Name

| | |
|---|---|
| 7. Are the income amounts on lines 6a and 6e different? | <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Explain why they are different and complete line 10. |
| 8. Are the expense amounts on lines 6b and 6f different? | <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Explain why they are different and complete line 10. |
| 9. Is the net monthly income in line 6h less than 0? | <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes. A presumption of hardship arises (unless the creditor is a credit union). Explain how the debtor will make monthly payments on the reaffirmed debt and pay other living expenses. Complete line 10. Debtor will take on additional hours to ensure payment of car note |
| 10. Debtor's certification about lines 7-9 If any answer on lines 7-9 is Yes, the debtor must sign here. If all the answers on lines 7-9 are No, go to line 11. | I certify that each explanation on lines 7-9 is true and correct. x  x Signature of Debtor 1 Signature of Debtor 2 (Spouse Only in a Joint Case) |
| 11. Did an attorney represent the debtor in negotiating the reaffirmation agreement? | <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Has the attorney executed a declaration or an affidavit to support the reaffirmation agreement? <input type="checkbox"/> No <input type="checkbox"/> Yes |

Part 2: Sign Here

Whoever fills out this form must sign here. I certify that the attached agreement is a true and correct copy of the reaffirmation agreement between the parties identified on this Cover Sheet for Reaffirmation Agreement.

x  Date 09/24/2018
Signature MM / DD / YYYY


Printed Name Bankruptcy Collector

Check one:

- ☐ Debtor or Debtor's Attorney
☒ Creditor or Creditor's Attorney

Check one.

- ☐ Presumption of Undue Hardship
☒ No Presumption of Undue Hardship

See Debtor's Statement in Support of
Reaffirmation, Part II below, to determine
which box to check.

UNITED STATES BANKRUPTCY COURT
Southern District Of Ohio

In re Charlene Davis

Case No. 18-13319

Debtor

Chapter 7

REAFFIRMATION DOCUMENTS

Name of Creditor: American Honda Finance Corporation

☐ Check this box if Creditor is a Credit Union

I. REAFFIRMATION AGREEMENT

Reaffirming a debt is a serious financial decision. Before entering into this Reaffirmation Agreement, you must review the important disclosures, instructions, and definitions found in Part V of this Reaffirmation Documents packet.

1. Brief description of the original agreement being reaffirmed: Retail Installment Finance Agreement

For example, auto loan

2. **AMOUNT REAFFIRMED:** \$17527.27

The Amount Reaffirmed is the entire amount that you are agreeing to pay. This may include unpaid principal, interest, and fees and costs (if any) arising on or before the date you sign this Reaffirmation Agreement.

See the definition of "Amount Reaffirmed" in Part V.C below.

3. The **ANNUAL PERCENTAGE RATE** applicable to the Amount Reaffirmed is 5.75%.

See definition of "Annual Percentage Rate" in Part V.C below.

This is a (check one) ☒ Fixed rate

☐ Variable rate

If the loan has a variable rate, the future interest rate may increase or decrease from the Annual Percentage Rate disclosed here.

4. Reaffirmation Agreement Repayment Terms:

☒ If fixed term, \$317.97 per month for 63 months starting on August 24, 2018.

☐ If not fixed term, describe repayment terms: _____.

5. Describe the collateral, if any, securing the debt:

Description: 2013 Honda Accord, VIN: 1HGCR2F52DA021208

Current Market Value: \$12,475.00

6. Did the debt that is being reaffirmed arise from the purchase of the collateral described above?

☒ Yes. ☐ No.

If yes, what was the purchase price for the collateral? \$19,277.23

If no, what was the amount of the original loan? \$ _____

7. Detail the changes made by this Reaffirmation Agreement to the most recent credit terms on the reaffirmed debt and any related agreement:

| | Terms as of the Date of Bankruptcy | Terms After Reaffirmation |
|---|---------------------------------------|------------------------------|
| Balance due (<i>including fees and costs</i>) | \$ <u>N/A</u> | \$ <u>N/A</u> |
| Annual Percentage Rate | <u>N/A</u> % | <u>N/A</u> % |
| Monthly Payment | \$ <u>N/A</u> | \$ <u>N/A</u> |

8. ☐ Check this box if the creditor is agreeing to provide you with additional future credit in connection with this Reaffirmation Agreement. Describe the credit limit, the Annual Percentage Rate that applies to future credit and any other terms on future purchases and advances using such credit: _____

**II. DEBTOR'S STATEMENT IN SUPPORT
OF REAFFIRMATION AGREEMENT**

1. Were you represented by an attorney during the course of negotiating this agreement?

Check one. ☐ Yes ☒ No

2. Is the creditor a credit union?

Check one. ☐ Yes ☒ No

3. If your answer to EITHER question 1. or 2. above is "No" complete a. and b. below.

a. My present monthly income and expenses are:

i. Monthly income from all sources after payroll deductions (take-home pay plus any other income)

\$ 1,131.34

ii. Monthly expenses (including all reaffirmed debts except this one)

\$ 1,581.00

iii. Amount available to pay this reaffirmed debt (subtract ii. from i.)

\$ (449.66)

iv. Amount of monthly payment required for this reaffirmed debt

\$ 317.97

*If the monthly payment on this reaffirmed debt (line iv.) is **greater than** the amount you have available to pay this reaffirmed debt (line iii.), you must check the box at the top of page one that says "Presumption of Undue Hardship." Otherwise, you must check the box at the top of page one that says "No Presumption of Undue Hardship."*

Included in Expenses

b. I believe this reaffirmation agreement will not impose an undue hardship on my dependents or on me because:

Check one of the two statements below, if applicable:

☐ I can afford to make the payments on the reaffirmed debt because my monthly income is greater than my monthly expenses even after I include in my expenses the monthly payments on all debts I am reaffirming, including this one.

☒ I can afford to make the payments on the reaffirmed debt even though my monthly income is less than my monthly expenses after I include in my expenses the monthly payments on all debts I am reaffirming, including this one, because:

Debtor will take on additional hours to ensure payment of car note.

Use an additional page if needed for a full explanation.

4. If your answers to BOTH questions 1. and 2. above were "Yes," check the following statement, if applicable:

☐ I believe this reaffirmation agreement is in my financial interest and I can afford to make the payments on the reaffirmed debt.

Also, check the box at the top of page one that says "No Presumption of Undue Hardship."

III. CERTIFICATION BY DEBTOR(S) AND SIGNATURES OF PARTIES

I (We) hereby certify that:

- i. I (We) agree to reaffirm the debt described above.
- ii. Before signing this reaffirmation agreement, I (we) read the terms disclosed in this Reaffirmation Agreement (Part I) and the Disclosure Statement, Instructions and Definitions included in Part V below;
- iii. The Debtor's Statement in Support of Reaffirmation Agreement (Part II above) is true and complete;
- iv. I am (We are) entering into this agreement voluntarily and fully informed of my (our) rights and responsibilities; and
- v. I (We) have received a copy of this completed and signed Reaffirmation Documents packet.

SIGNATURE(S):

Date 9-24-18 Signature Chad S
Debtor
Date _____ Signature _____
Joint Debtor, if any

If a joint reaffirmation agreement, both debtors must sign.

Reaffirmation Agreement Terms Accepted by Creditor:

Creditor American Honda Finance Corporation P.O. Box 168088, Irving, TX 75016-8088
Print Name Address
Kelondra Sumrall [Signature] 9/11/2018
Print Name of Representative Signature Date

IV. CERTIFICATION BY DEBTOR'S ATTORNEY (IF ANY)

To be filed only if the attorney represented the debtor during the course of negotiating this agreement.

I hereby certify that: (1) this agreement represents a fully informed and voluntary agreement by the debtor; (2) this agreement does not impose an undue hardship on the debtor or any dependent of the debtor; and (3) I have fully advised the debtor of the legal effect and consequences of this agreement and any default under this agreement.

☐ A presumption of undue hardship has been established with respect to this agreement. In my opinion, however, the debtor is able to make the required payment.

Check box, if the presumption of undue hardship box is checked on page 1 and the creditor is not a Credit Union.

Date _____ Signature of Debtor's Attorney N/A
Print Name of Debtor's Attorney _____

B2400B, (Form B2400B) (12/15)

UNITED STATES BANKRUPTCY COURT
Southern District Of Ohio

In re Charlene Davis

Case No. 18-13319

Debtor

Chapter 7

MOTION FOR APPROVAL OF REAFFIRMATION AGREEMENT

I (we), the debtor(s), affirm the following to be true and correct:

I am not represented by an attorney in connection with this reaffirmation agreement.

I believe this reaffirmation agreement is in my best interest based on the income and expenses I have disclosed in my Statement in Support of Reaffirmation Agreement, and because
(provide any additional relevant reasons the court should consider):

Therefore, I ask the court for an order approving this reaffirmation agreement under the following provisions (check all applicable boxes):

☒ 11 U.S.C. § 524(c)(6) (debtor is not represented by an attorney during the course of the negotiation of the reaffirmation agreement)

☐ 11 U.S.C. § 524(m) (presumption of undue hardship has arisen because monthly expenses exceed monthly income, as explained in Part II of Form B2400A, Reaffirmation Documents)

Signed: _____

(Debtor)

(Joint Debtor, if any)

Date: _____

9-24-18